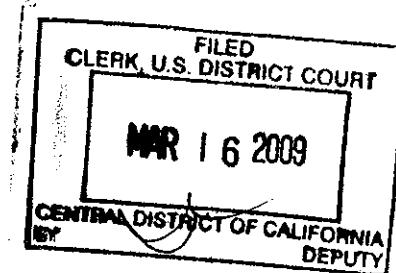


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24 JASON PASHKO

25  
26  
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28  
UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

JASON PASHKO,

Case No. CV 08-3379-SJO (PJWx)

Plaintiff,

ASSIGNED FOR ALL PURPOSES TO  
THE HONORABLE S. JAMES OTERO

v.  
29 VIKING RIVER CRUISES  
30 (INTERNATIONAL), LLC, a  
31 Delaware Corporation; VIKING  
32 RIVER CRUISES, INC., a Delaware  
33 Corporation and DOES 1 through 100,

STIPULATION RE PROTECTIVE  
ORDER; AND ORDER THEREON

Complaint Originally Filed: 5/16/07

PJW

Defendants.

1      I.      PURPOSE OF STIPULATION AND PROTECTIVE ORDER

2      The parties to this action anticipate that the discovery phase of this matter may  
3      involve the disclosure of material protected under the constitutional, statutory, or  
4      common law right to privacy or protected as confidential business, financial,  
5      proprietary, or trade secret information. Without waiving any objections to the  
6      discoverability of any such information, it is the parties' intention to provide a  
7      mechanism by which discovery of relevant information, otherwise not objectionable,  
8      may be obtained in a manner which protects all parties, including non-parties and third  
9      parties to this litigation, from the risk of disclosure of such confidential information.  
10     Accordingly, the parties, by and through their respective counsel, hereby by stipulate  
11     to, and seek the Court's approval of, the following Protective Order.

12     II.      DEFINITIONS

13     1.      Party. "Party" means any of the parties to this action, their affiliates, and  
14     their respective officers, directors, and employees.

15     2.      Counsel. "Counsel" means:

16       a.      Littler Mendelson, a professional corporation, and its respective  
17       support staff and other employees who are not employed by a  
18       Party and to whom it is necessary to disclose Confidential  
19       Information for the purpose of this action;

20       b.      Miranda-Morales Law Firm, and its respective support staff and  
21       other employees who are not employed by a Party and to whom it  
22       is necessary to disclose Confidential Information for the purpose of  
23       this action;

24     3.      Confidential or Confidential Information. For the purposes of this  
25     Protective Order, the term "Confidential" or "Confidential Information" is information  
26     that has not been made public or is not otherwise available or accessible in the public  
27     domain and that concerns or relates to the confidential or proprietary information of:

28     (1) Defendants VIKING RIVER CRUISES (INTERNATIONAL), LLC AND

1 VIKING RIVER CRUISES, INC (collectively referred to as "Defendants"); (2)  
2 Plaintiff Jason Pashko; and (3) any third parties, the disclosure of which information  
3 is likely to have the effect of causing harm to the competitive position of Defendants  
4 or to the organization or person from whom the information was obtained, or to the  
5 parties' privacy. Confidential Information also includes private information  
6 pertaining to Defendants' or a third party's employees, for which Defendants or a  
7 third party have a duty to maintain the confidentiality of such information.  
8 Information designated Confidential may be used only in connection with this  
9 proceeding, and not for any other purpose. Such information may not be disclosed to  
10 anyone except as provided in this Order.

11 **III. DESIGNATION OF PROTECTED INFORMATION**

12 5. In connection with discovery proceedings in this action, the Parties may  
13 reasonably designate any appropriate document, thing, material, testimony or other  
14 information derived therefrom, as Confidential under the terms of this Protective  
15 Order (hereinafter "Protective Order"). By designating a document, thing, material,  
16 testimony, or other information derived therefrom as Confidential, the Party making  
17 the designation is certifying to the Court that there is a good-faith basis both in law  
18 and fact for the designation within the meaning of Federal Rule of Civil Procedure  
19 26(g).

20 6. Confidential documents shall be so designated by stamping each page of  
21 the document produced to a Party with the legend "CONFIDENTIAL." Stamping the  
22 legend "CONFIDENTIAL" on the face of a CD-ROM, DVD, or other computer disk  
23 or electronic storage device shall designate all contents therein as Confidential, unless  
24 otherwise indicated by the producing party.

25 7. Testimony taken at a deposition, conference, hearing or trial may be  
26 designated as Confidential by making a statement to that effect on the record at the  
27 deposition or other proceeding or, in the case of a deposition, such designation may be  
28 made within thirty (30) days after the receipt of the deposition transcript.

1 Arrangements shall be made with the court reporter taking and transcribing such  
2 proceeding to separately bind such portions of the transcript containing information  
3 designated as Confidential , and to label such portions appropriately. During the thirty  
4 (30) day period, all such deposition transcripts shall be treated as if it had been  
5 designated as Confidential.

6 8. Material designated as Confidential under this Protective Order, the  
7 information contained therein, and any summaries, copies, abstracts, or other  
8 documents derived in whole or in part from material designated as Confidential  
9 (collectively, "Confidential Material") shall be used only for the purpose of the  
10 prosecution, defense, or settlement of this action, and for no other purpose.

11 9. Confidential Material produced pursuant to this Protective Order and  
12 marked solely as "Confidential" may be disclosed or made available only to:

13 a. the Court; a jury, arbitrator, or other trier or determiner of fact in  
14 this action; a mediator who has been mutually agreed upon by the Parties;

15 b. Counsel for a Party (including the paralegal, clerical, and  
16 secretarial staff employed by such Counsel);

17 c. a Party, or an officer, director, or employee of a Party deemed  
18 necessary by Counsel to aid in the prosecution, defense, or settlement of this action;

19 d. experts or consultants (together with their clerical staff) retained by  
20 such Counsel to assist in the prosecution, defense, or settlement of this action, except  
21 that such experts and consultants shall not be employees of any Party or currently or  
22 previously under contract with any Party (except any retention agreement relating to  
23 such experts or consultants as experts or consultants in this action), or previously  
24 affiliated or associated in any way with any Party;

25 e. court reporter(s) employed in this action;

26 f. a witness at any deposition or other proceeding in this action; and

27 g. any other person as to whom the Parties in writing agree.

28 Categories (c)-(g) above shall hereafter be referred to as "Qualified Person(s)." Prior

1 to receiving any Confidential Material, each Qualified Person shall be provided with a  
2 copy of this Protective Order and shall execute a Nondisclosure Agreement in the  
3 form of Attachment A prior to receiving any Confidential Material. The fully-  
4 executed Nondisclosure Agreement shall be retained by Counsel for the Party  
5 disclosing such Confidential Material to the Qualified Person.

6 11. Where testimony at a deposition involves disclosure of Confidential  
7 Material, such deposition shall be taken only in the presence of the individuals  
8 identified in paragraph 8, subject to the requirements of paragraph 8's requirement of  
9 the execution of a Non-Disclosure Agreement.

10 12. Nothing herein shall impose any restrictions on the use or disclosure by a  
11 Party of material obtained by such Party independent of discovery in this action,  
12 whether or not such material is also obtained through discovery in this action, or from  
13 disclosing its own Confidential Material as it deems appropriate; provided, however,  
14 if a Party has obtained any such material pursuant to a separate confidentiality  
15 agreement or other legal obligation of confidentiality, that Party shall continue to  
16 adhere to such confidentiality obligations. Nothing in this Protective Order shall be  
17 deemed to restrict in any way any Party's own documents or information, or the  
18 Party's attorneys with respect to that Party's own documents or information.

19 13. If a Party wishes to file documents with the Court which have been  
20 designated "CONFIDENTIAL" by another Party or Third Party pursuant to this  
21 Protective Order, such documents must be filed under seal in compliance with Local  
22 Rule 79-5.1.

23 14. In the event that any Confidential Material is used in any Court  
24 proceeding in this action, it shall not lose its Confidential status through such use and  
25 the Party using such Confidential Material, shall take all reasonable steps to maintain  
26 its confidentiality during such use.

27 15. This Protective Order shall be without prejudice to the rights of the  
28 Parties or any other Third Party (a) to bring before the Court at any time the question

1 of whether any particular document or information is Confidential or whether its use  
2 should be restricted, or (b) to present a motion to the Court under Fed. R. Civ. P. 26(c)  
3 for a separate protective order as to any particular document or information, including  
4 restrictions differing from those as specified herein.

5 16. If a Party wishes to challenge the designation of materials stamped  
6 "CONFIDENTIAL," the Challenging Party shall notify the Designating Party in  
7 writing of the documents and basis for the challenge. The Designating Party shall  
8 respond in writing within five (5) business days thereafter. If any disputes remain, the  
9 parties shall meet and confer within four (4) business days of the Designating Party's  
10 response in an effort to resolve such disputes. If any disputes remain unresolved, the  
11 Challenging Party shall bring a motion seeking to remove the confidentiality  
12 designation pursuant to Local Rule 37. The Designating Party shall provide its  
13 portion of a joint stipulation to the Challenging Party pursuant to Local Rule 37-2.2  
14 within five (5) business days after the parties meet and confer. Such motion shall  
15 thereafter be governed by Local Rule 37-2.2 through 37-4. This Protective Order  
16 shall not be deemed to prejudice the Parties in any way in any future application for  
17 modification of this Protective Order.

18 17. This Protective Order is entered solely for the purpose of facilitating the  
19 exchange of documents and information between the Parties to this action without  
20 involving the Court unnecessarily in the process. Nothing in this Protective Order nor  
21 in the production of any information or document under the terms of this Protective  
22 Order nor any proceedings pursuant to this Protective Order shall be deemed to have  
23 the effect of any admission or waiver by any Party or any Third Party or of altering  
24 the confidentiality or non-confidentiality of any such document or information or  
25 altering any existing obligation of any Party or any Third Party or the absence thereof,  
26 or to impact in any way a Party's right to object to any discovery requests on any  
27 grounds, including attorney-client privilege, work product immunity, or any other  
28 protection provided under the law.

1  
2       18. This Stipulation is for the Court's consideration and approval as an order.  
3 It shall not be construed to create a contract between the Parties or between the Parties  
4 and their respective counsel.

5       19. This Protective Order shall survive the final termination of this action  
6 and the Court shall retain jurisdiction to resolve any dispute concerning the use of  
7 information disclosed hereunder. Upon termination of this action, Counsel for the  
8 Parties shall assemble and return to each other all documents, materials, and  
9 deposition transcripts designated as Confidential. Alternatively, Counsel may agree to  
10 destroy all documents, materials, and deposition transcripts designated as  
11 Confidential, and provide written affirmation of such to opposing Counsel.

12       20. This Stipulation and Order may be executed in one or more identical  
13 counterparts, each of which shall be deemed to be an original, but all of which  
14 together shall constitute one and the same instrument. Facsimile signatures of any  
15 Party upon the signature page of this Stipulation and Order shall be binding upon the  
16 Parties hereto and may be submitted as though such signatures were original  
17 signatures.

18       21. In the event a party inadvertently discloses or produces any Confidential  
19 materials without designation, such inadvertent disclosure does not constitute a waiver  
20 of confidentiality status. A party may designate such documents/information  
21 Confidential within a reasonable time after such inadvertent disclosure.

22       22. If a party wishes to use another party's "confidential" documents at trial,  
23 the party shall advise the other party's counsel prior to offering the documents, with  
24 advance notice if reasonably practicable. The proponent of confidentiality then may  
25 move to file the documents under seal. The proponent also may move the Court to  
26 restrict access to the courtroom while the "Confidential" documents are discussed.  
27 The other parties need not join in such motions.

28       23. In the event that a party is served with a subpoena by any person, firm,

1 corporation, or other entity who is not a party to this action, is not a signatory to this  
2 Order, or otherwise is not bound by this Order, which seeks to compel production of  
3 Confidential documents, the party upon whom the subpoena is served shall give  
4 written notice of the subpoena to the party who has asserted that the information or  
5 documents sought by the subpoena is Confidential. The written notice required by this  
6 Paragraph shall be given no later than seven (7) days after receipt of the subpoena, or  
7 before the production date set forth in the subpoena, whichever is earlier. The party  
8 who designated the subject information or documents as Confidential shall have the  
9 responsibility to obtain from the Court an order quashing the subpoena, a protective  
10 order, and/or such other relief as will protect the confidential nature of the subject  
11 information or documents. If such a motion is filed before the requested production  
12 date, the party upon whom the subpoena, discovery request, or order is served shall  
13 not produce the subject information or documents requested in the subpoena,  
14 discovery request, or order until after such time as the Court rules on the motion to  
15 quash the subpoena or motion for protective order. If an order quashing the subpoena  
16 or motion for protective order is obtained, the party upon whom the subpoena,  
17 discovery request, or order is served shall comply with the order. If no motion to  
18 quash or motion for protective order is filed before the scheduled production date set  
19 forth in the subpoena, discovery request, or order, or if the motion to quash the  
20 subpoena or motion for protective order is denied, the party upon whom the subpoena,  
21 discovery request, or order is served may comply with the same without being deemed  
22 to have violated this Order.

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2 24. This Stipulated Protective Order may be modified only if such  
3 modification is in writing, signed by the parties, and approved by an order of the  
4 Court.

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Dated: March 12, 2009

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Dated: March 10, 2009

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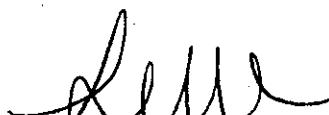
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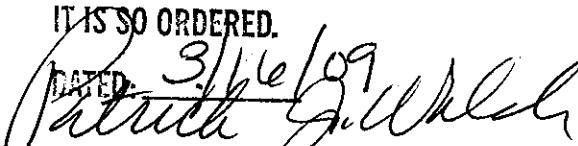
28

  
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VIKING RIVER CRUISES, INC.

  
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MIRANDA-MORALES LAW FIRM  
Attorneys for Plaintiff  
JASON PASHKO

IT IS SO ORDERED.

DATED: 3/16/09

  
Patricia J. Walsh  
UNITED STATES MAGISTRATE JUDGE

3.16.09 PJW

## Attachment A

## **NONDISCLOSURE AGREEMENT**

3 I, \_\_\_\_\_, do solemnly swear that I am fully  
4 familiar with the terms of the Stipulation and Protective Order entered in JASON  
5 PASHKO v. VIKING RIVER CRUISES, LLC, A Delaware Corporation and VIKING  
6 RIVER CRUISES, INC., a Delaware Corporation and DOES 1 through 100,  
7 inclusive, United States District Court for the Central District of California, Civil  
8 Action No. CV 08-03379 SJO (PJWx), and hereby agree to comply with and be bound  
9 by the terms and conditions of said Order unless and until modified by further order of  
10 this Court. I hereby consent to the jurisdiction of said Court for purposes of enforcing  
11 this Protective Order.

13 Dated: \_\_\_\_\_

Name: \_\_\_\_\_

**Address:**

Firmwide: 886-987862, 0571-331002

usdc

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From: cacd\_ecfmail@cacd.uscourts.gov  
Sent: Thursday, March 12, 2009 12:33 PM  
To: ecfnef@cacd.uscourts.gov  
Subject: Activity in Case 2:08-cv-03379-SJO-PJW Jason Pashko v. Viking River Cruises (International) LLC et al Stipulation for Protective Order

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UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA

Notice of Electronic Filing

The following transaction was entered by Howard, Lauren on 3/12/2009 at 12:33 PM PDT and filed on 3/12/2009

Case Name: Jason Pashko v. Viking River Cruises (International) LLC et al

Case Number: 2:08-cv-3379

<<https://ecf.cacd.uscourts.gov/cgi-bin/DktRpt.pl?416568>>

Filer: Viking River Cruises, LLC  
Viking River Cruises, Inc.

Document Number: 68

<[https://ecf.cacd.uscourts.gov/doc1/03107643926?magic\\_num=80646710&de\\_seq\\_nu\\_m=238&caseid=416568](https://ecf.cacd.uscourts.gov/doc1/03107643926?magic_num=80646710&de_seq_nu_m=238&caseid=416568)>

Docket Text:

STIPULATION for Protective Order filed by Defendants Viking River Cruises, LLC, Viking River Cruises, Inc.. (Attachments: # (1) Proposed Order) (Howard, Lauren)

2:08-cv-3379 Notice has been electronically mailed to:

Douglas A Wickham dwickham@littler.com, lmontenegro@littler.com

Lauren T Howard lhoward@littler.com, mlozano@littler.com

Rita Miranda-Morales rmorales@moralesemplomentlaw.com

2:08-cv-3379 Notice has been delivered by First Class U. S. Mail or by fax to: :

The following document(s) are associated with this transaction:

Document description:Main Document

Original filename:C:\Documents and Settings\cmckoy\Desktop\CV083379 Stipulation re Protective Order.pdf Electronic document Stamp:

[STAMP cacdStamp\_ID=1020290914 [Date=3/12/2009] [FileNumber=7429935-0]

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Document description:Proposed Order

Original filename:C:\Documents and Settings\cmckoy\Desktop\CV083379 Proposed Order re

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